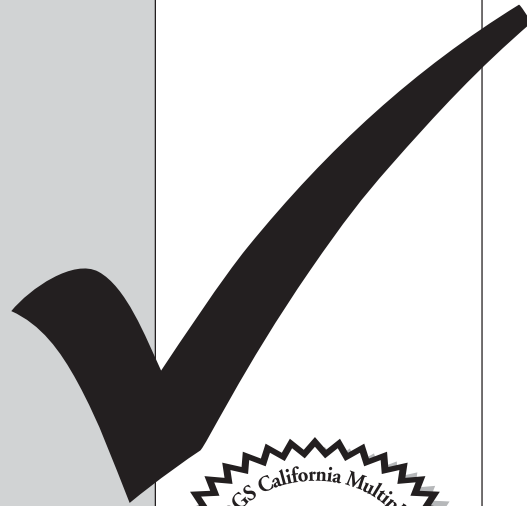


How to Become an Authorized CMAS Contractor

**CONTRACTOR
P A C K E T**



California Multiple Award Schedules

Procurement Division • Department of General Services
State of California

Call CMAS for information
(916) 375-4363

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)

Includes updated information from CMAS Bulletins #1 through #30

INTRODUCTION

Legislation	The State of California establishes multiple award contracts in accordance with Public Contract Code (PCC) Sections 10290 et seq. and 12101.5 (effective January 1994).
What's Included?	CMAS contracts are established for information technology and non-information technology products and services.
Program Advantages	The program provides unlimited competitive choice, reduced overhead, elevated levels of service, timely implementation of projects, and no bids, protests, or sole sources to report.
Where to Start?	<p>To keep it simple, start with Section 1 and 2 and after your proposal is submitted to CMAS carefully review the remaining sections before you start using the contract.</p> <p>Section 1 provides an overview of how the program comes together.</p> <p>Section 2 provides a detailed description of what the contractor must prepare and submit to the CMAS Unit to establish a CMAS contract.</p>
Questions?	If you have questions, contact us at 916/375-4363 or cmas@dgs.ca.gov

CMAS CONTRACTOR PACKET

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CMAS CONTRACTOR PACKET

SECTION 1 - OVERVIEW

How Do We Do It?	<p>The CMAS Unit does not conduct a bid. The contractor offers us products, services and prices from an already existing competitively assessed, cost compared multiple award contract. To these products, services and prices, we add California contract terms and conditions and procurement codes, policies, and guidelines.</p> <p>We do not “use” the federal GSA schedule or other non-federal GSA multiple award contract. Instead, we establish a totally independent California contract using the “same” products, services and prices.</p> <p>The contractor markets and distributes the contract, and provides CMAS with a quarterly report of all sales transactions.</p> <p>The agency orders directly from the contractor and sends CMAS a copy.</p> <p>We bill the agency directly for 1.21% of the purchase order total. The administrative fee is not included in the purchase order. The administrative fee is waived for purchase orders to certified small businesses.</p>
What’s Available?	<p>CMAS contracts are established for information technology and non-information technology products and services. Contractors are limited to a maximum of 15 contracts.</p>
What is a Multiple Award Contract?	<p>A multiple award contract is one that is awarded to multiple contractors (two or more) for same and similar products and services at same and similar costs. Multiple award does not pertain to the number of buyers ordering from the contract, but, instead, the number of contractors receiving the award from a common bid or negotiation process.</p> <p>NOTE: CMAS contracts are based primarily on products, services and prices from the federal General Services Administration (GSA) multiple award schedule program, but not exclusively.</p>
CMAS Contract Term	<p>The CMAS contract typically reflects the same start and end term as the referenced federal GSA schedule or non-federal multiple award contract, except for federal GSA based CMAS we add three months to the end term to allow for possible renewal processing delays. No further extensions will be approved.</p> <p>The CMAS contract is a totally independent California contract and the only terms and conditions that apply are those that are explicitly included.</p>

CMAS CONTRACTOR PACKET

SECTION 1 – OVERVIEW

No Multiple Award Contract for Consulting Services?

Contractors who do not own a competitively assessed, cost compared multiple award contract may offer consulting services and prices from another contractor's federal GSA schedule or non-federal GSA multiple award contract. In this case, Best Customer Reference forms are used to demonstrate that the contractor is qualified to provide the consulting services offered.

The CMAS applicant should ensure that there is a "one for one" match between the services/skills described in the referenced (base) contract and the best customer reference narrative. Lack of detail will delay the CMAS contract process.

No Multiple Award Contract for Products and Personal Services?

Contractors who do not own a competitively assessed, cost compared multiple award contract may offer products, personal services (maintenance, repair, installation) and prices from another contractor's federal GSA schedule or non-federal GSA multiple award contract.

Under this alternative, the contractor must provide written substantiation that they are authorized to sell the products and provide the personal services.

- For products, written authorizations from manufacturers, distributors, or federal GSA schedule owners are acceptable.
 - For maintenance and repair, only manufacturer authorizations are acceptable.
 - For installation services, contractors self-certify qualification in Exhibit R.
-

Make Us An Offer

The contractor will be required to:

- Submit a written offer of products and/or services and prices.
 - Submit two (2) copies of the federal GSA schedule or non-federal GSA multiple award contract being offered for CMAS consideration, including current pricing.
 - Agree substantially to California contract terms and conditions.
 - Identify labor categories and specific consulting services being offered with a minimum of three customer references if referencing another contractor's multiple award contract for consulting services.
 - Provide manufacturer authorizations if referencing another contractor's multiple award contract for products and personal services like maintenance and repair.
 - Identify brand, product, and services codes to describe your contract.
 - Certify that your company meets minimum education/experience requirements, as stipulated in the referenced (base) multiple award contract.
 - Complete required certifications
-

CMAS CONTRACTOR PACKET

SECTION 1 – OVERVIEW

What is Included?	Since we are not conducting a bid, all products and services offered must have already been evaluated by some other entity. The products and services you offer must reside on an already existing competitively assessed, cost compared multiple award contract to qualify for CMAS.
--------------------------	---

What is Excluded?	<p>The following products and services are not available through the CMAS program:</p> <p><u>Architectural and Engineering</u></p> <p>Are the services sought required by law to be performed by a licensed architect, licensed registered engineer, licensed landscape architect, construction project manager, licensed land surveyor, or environmental services as defined in Government Code 4525? The Department of General Services (DGS), Real Estate Services Division (RESA) can be contacted at 916/376-1748 if you have questions about these types of transactions.</p> <p><u>Public Works Contracts</u></p> <p>Except for incidental services, public works contracts are not allowed for the erection, construction, alteration, repair or improvement of a public structure as defined in Public Contract Code 1101? The Department of General Services (DGS), Real Estate Services Division (RESA) can be contacted at 916/376-1768 if you have questions about these types of transactions.</p> <p>See Section 15, Public Works Projects, for details.</p> <p><u>Products and Services from Other Procurement Division Contracts</u></p> <p>Products, services and prices from an already existing CMAS contract, statewide annual or master contract awarded by the Department of General Services, Procurement Division will not be approved for the CMAS program.</p>
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How Do I Get Started?	<p>Start with Section 2 of this packet. To receive additional copies of the contractor Packet, see our web site or call the CMAS Unit at 916-375-4363 and leave a mailing address or a name and telephone number.</p> <p>Please indicate that you are a registered small business, if applicable, to ensure expedite handling. The application packet will be mailed the following day.</p> <p>See CMAS on the Procurement Division's web site at www.dgs.ca.gov/pd.</p>
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CMAS CONTRACTOR PACKET

SECTION 2 - CONTRACTOR PROPOSAL (New or Renewal)

The following outlines what the contractor must submit for a **new or renewal** CMAS contract proposal. To facilitate accurate completion of your proposal, check the box after you have completed the task or indicate not applicable. Incomplete submittals will delay the processing of your proposal.

Provide Written Offer

____ Check

Provide a written offer of products, services, prices and similar terms and conditions that reside on an existing (new or renewed) federal GSA schedule or non-federal GSA multiple award contract (see Exhibit P for Sample Letter of Offer).

If the entire schedule or contract is not being offered, clearly specify the products and services that are being offered for your CMAS contract.

Two Copies Required

____ Check

Submit two copies of the federal GSA schedule or non-federal GSA multiple award contract that include the offered products, services, and prices. Submit the entire schedule or contract.

For non-federal GSA multiple award contracts, submit the solicitation document (with evidence of a cost comparison); contractor bid submittal and resulting contract (with evidence of multiple awards).

For non-federal GSA multiple award contracts, a hard copy AND an electronic version of the contract are required.

The electronic version may be submitted on diskette or Emailed to: cmas@dgs.ca.gov

Preferred format: Microsoft Word 98, 2000 or ASCII

NOTE: The CMAS contract will reflect the same start and end term as the base multiple award contract that contains the offered products, services and prices, except for federal GSA based CMAS we add three months to the end term to allow for possible renewal processing delays.

Required Contractor Information

____ Check

- Ownership information, e.g., certified small business, large business, DVBE (see Section 7).
 - Minimum purchase requirements, if applicable
 - Contractor mailing address for purchase orders and contact person to receive purchase orders (Post Office Box only is not acceptable)
 - Contractor telephone number for answering agency questions; fax number for faxing agency purchase orders; and applicable Email address. **Please provide toll free numbers, if possible.**
 - Is the State of California CAL-Card (Visa) accepted?
 - Is the Not Specifically Priced (NSP) provision requested? **(Not allowed for service only contracts.)**
-

CMAS CONTRACTOR PACKET

SECTION 2 – CONTRACTOR PROPOSAL

Changes to Terms and Conditions

____ Check

The contractor must agree to the CMAS Terms and Conditions. Minor modifications are acceptable, but no material changes will be considered. Any proposed changes to the terms and conditions must be submitted by the contractor to:

Diana LaBonte
Department of General Services
Procurement Division, Contract Negotiations Unit
707 Third Street, Second Floor
West Sacramento, CA 95605

Telephone Number: 916/375-4428
Facsimile Number: 916/375-4490

Email: diana.labonte@dgs.ca.gov

Proposed contract changes that are submitted directly to the CMAS Unit will not be processed or forwarded.

Resellers?

____ Check

Only prime contractors can use the CMAS contract unless “resellers” are authorized. If the prime contractor wishes to authorize “resellers” to use their CMAS contract, a list or matrix of authorized resellers is required. The following information must also be included for each reseller:

- Payee Data Record
 - Invoicing instructions
 - Reseller address
 - Reseller contact name with phone and facsimile numbers
 - Reseller Email address
 - Contractor’s License (if applicable)
-

Authorization for Consulting Services

____ Check

If you are offering consulting services from your “own” federal GSA schedule or non-federal GSA multiple award contract, no further substantiation of qualification is required.

Contractors offering consulting services from another contractor’s federal GSA schedule or non-federal GSA multiple award contract must submit Best Customer Reference forms (see Exhibit T) to substantiate qualification.

Contractor resumes and customer references are also required (as applicable) upon request by the customer agency prior to issuance of the purchase order to substantiate staff qualification and successful completion of at least one comparable services project.

See Exhibit T for Services Requirements.

CMAS CONTRACTOR PACKET

SECTION 2 – CONTRACTOR PROPOSAL

Authorization for Products and Personal Services

____ Check

If you are offering products and personal services (maintenance, repair, installation) from your “own” federal GSA schedule or non-federal GSA multiple award contract, no further substantiation of qualification is required.

Contractors offering products and personal services (maintenance, repair, installation) from another contractor’s federal GSA schedule or non-federal GSA multiple award contract must be authorized as follows:

- For products, written authorization from the manufacturer, distributor, or federal GSA schedule owner is required.
- For maintenance and repair, written authorization from the manufacturer is required.
- For installation services, contractors self-certify qualification in Exhibit R.

Product installation services and software services are required to be performed by manufacturer or software publisher authorized personnel and meet manufacturer or software publisher documented specifications, unless otherwise specifically stated in the purchase order/Statement of Work. The CMAS Unit and the agency may request proof of authorization or qualification.

Specific Manufacturer Authorizations

____ Check

See Exhibit D - Specific Manufacturer Authorizations.

Required Certifications and Forms

____ Check

- **DVBE & Small Business Certifications** (if applicable) (916/375-4940)
Required documents may also be obtained via the following web site:
www.osmb.dgs.ca.gov.
 - **Payee Data Record** (Exhibit Q)
 - **CMAS Contractor Certification form** for products/services offered and compliance with CMAS program parameters (Exhibit R)
 - **Contractor’s License Information** (if applicable) (Exhibit S)
 - **Best Customer References forms (minimum of 3) for work performed within the last two years to substantiate that your company’s consultants are qualified to perform the consulting services offered** (if applicable). Not required for personal services like maintenance, repair and installation (see Exhibit T).
-

CMAS Contract Description

____ Check

Use the Products and Services Codes (see Exhibit V) to describe the primary products and services offered. Circle a maximum of 12 codes. A maximum of 12 codes is allowed because of CMAS database constraints.

On the lines to the left of the codes, indicate the reference page from the base contract so that the items can be located.

CMAS CONTRACTOR PACKET

SECTION 2 - CONTRACTOR PROPOSAL

**Secretary of State
Certificate of Status**

____ Check

Corporations, Limited Liability Companies (LLCs) and Limited Partnerships (LPs) must be registered with the California Secretary of State (SOS) to be awarded a CMAS contract. The Secretary of State Certificate of Status (see Exhibit O) must be included with the proposal. The Secretary of State may be contacted as follows:

California Secretary of State
Division of Corporate Filing and Services
1500 Eleventh Street, Third Floor
Sacramento, CA 95814-5701
Certification Unit: 916-657-5251

Required document(s) may also be obtained through the following web site:

204.147.113.12/list.html

Questions?

____ Check

Please contact a CMAS analyst if you have questions. This will assure the success of your submittal and the timely completion of your CMAS contract.

**Where to send
proposal?**

____ Check

Send all CMAS proposals (or other information as applicable) to:

Department of General Services (DGS)
Procurement Division – CMAS Unit
707 Third Street, Second Floor
West Sacramento, CA 95605

Attention: Application Processing

CMAS CONTRACTOR PACKET

SECTION 3 – ADMINISTRATIVE REQUIREMENTS

State and Local Government Agency Usage

State and local government agencies may use CMAS contracts unless the contractor explicitly stipulates in their Letter of Offer that the contract is not available to local government agencies. A local government agency is any entity empowered to expend public funds (i.e., city, county, city and county, district, or other local governmental body or corporation, including CSU and UC systems).

See Exhibit A for use of CMAS by local government agencies.

Contractor Travel

If the contract provides for travel, state agencies may pay travel and per diem expenses according to state travel time and per diem rules (represented employee rates) with verified receipt.

Notwithstanding the contract provisions, the State will not be responsible for the cost of travel to bring contractor personnel to the agency site to commence work. However, if requested by the ordering agency, the state will be responsible for the cost of travel from one California agency site to another.

Local government agencies, education and special districts will pay travel time and per diem according to their statutory requirements. All travel and per diem expenses must be within CMAS contract parameters, and incorporated into the agency purchase order.

It is important that the agency and contractor discuss necessary travel requirements prior to issuing the purchase order because the detail and cost (only as allowed for in the CMAS contract) must be included on the agency purchase order to be payable.

Service and Delivery after CMAS Contract Expires

The purchase order must be issued before the contract end term. However, delivery of the products or completion of the services may be after the CMAS contract end term (unless otherwise specifically stated in the contract), but must be as provided for in the CMAS contract and as specified in the agency purchase order.

Training Vouchers

It is acceptable to purchase training vouchers in advance of the training being performed “if” the contractor does not invoice, or the State does not pay, for the training services in advance. See Section 5, Advance Payments.

Reject Inaccurate Purchase Orders

The contractor must immediately reject purchase orders that are not accurate. Discrepancies between the purchase order and the contract must be corrected and the purchase order amended prior to the products and services being delivered.

CMAS CONTRACTOR PACKET

SECTION 3 – ADMINISTRATIVE REQUIREMENTS

Replacement Products

With written approval from the CMAS Unit, the contractor may offer replacement products before they are approved on the federal GSA schedule or non-federal GSA multiple award contract under the following conditions:

- The replacement product functionally meets or exceeds original product.
- The replacement product is offered at the same or lower cost than original product.

Submit a written request for replacement with technical product specification sheets for the original and replacement product with details of the differences, or the manufacturers “published” product replacement announcement.

Information technology replacement products must meet the State Productive Use Requirement as outlined in Exhibit I. To enable the State to substantiate compliance, the contractor must provide the name and address of a customer installation contact name and telephone number.

CMAS CONTRACTOR PACKET

SECTION 4 – CONTRACT CONSIDERATIONS

Contractor Distributes Contract	Contractors are required to furnish complete copies of the awarded CMAS contract upon request from state and local government agencies. See Exhibit E for required components.
Change Name or Ownership	The company name on the CMAS <u>contract</u> , <u>purchase order</u> and <u>invoice</u> must match or the State Controller's Office will not approve payment. Contractors must contact the CMAS Unit to initiate a legal name change for their CMAS contract. See Exhibit G for information required when the contractor name or ownership changes.
Contractor Contact Name Change	See Exhibit F for information required when the contractor contact name or address changes.
Bond Requirements	<p><u>Public Works</u>: Prior to the commencement of performance, the contractor must obtain and provide to the State, a payment bond, on Std. Form 807, when the purchase order involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the purchase order price. Forms shall be provided to the contractor. See the General Provisions in the CMAS Terms and Conditions, CMAS Public Works Requirements.</p> <p><u>Progress Payments</u>: Special information technology contracts for goods or services not suitable for sale to others; progress payments; performance bonds (PCC 12112):</p> <p>Any contract for information technology (includes telecommunications) goods or services, to be manufactured or performed by the contractor especially for the State and not suitable for sale to others in the ordinary course of the contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the contractor's shop or plant, provided that not less than 10 percent of the contract price is required to be withheld until final delivery and acceptance of the goods or services, and provided further, that the contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the contract securing the faithful performance of the contract by the contractor.</p>
Maximum Number of CMAS Contracts	Contractors are limited to a maximum of 15 CMAS contracts.

CMAS CONTRACTOR PACKET

SECTION 4 – CONTRACT CONSIDERATIONS

Open Market/Incidental, Non-Contract Items

The only time that open market/incidental, non-contract items may be included in a CMAS purchase order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

If the NSP provision is not included in the CMAS contract, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS. See Section 12 for NSP provisions.

New Equipment Required

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable. State agencies must obtain approval from the Department of Information Technology (DOIT) to procure used information technology equipment before issuing a CMAS purchase order for used equipment.

Telecommunications Division Contract CNT-001 (Mandatory Requirements)

Exhibit M lists voice and data services available in the Department of General Services, Telecommunications Division Contract CNT-001. These services are mandatory for all state agencies subject to the Department of Information Technology Management Memo 97-01. Management Memo 97-01 requires agencies to utilize contracts issued by the Telecommunications Division to obtain voice and data services and to use consolidated services wherever available. In addition, agencies are required to request approval and/or project delegation from the Telecommunications Division for the following:

- Teleconferencing/video conferencing
- PBX telephone systems
- Hybrid telephone systems with trunk connections
- Hybrid telephone systems to be installed behind a consolidated system
- Stand alone ACD or Voice Mail systems connected to consolidated systems
- Data Transport outside of the consolidated Frame Relay Services
- Request for Proposal or Invitation for Bid for telecommunications equipment and services
- Telecommunications consulting services

Once approval has been obtained from the Telecommunications Division, the equipment may be procured through CMAS or any other authorized procurement method.

CMAS CONTRACTOR PACKET

SECTION 5 – PAYMENTS AND INVOICES

Contract Price is Maximum (Cap)

Contract prices are maximums. The agency is encouraged to solicit multiple offers, negotiate lower prices, and compare for best value.

Administrative Fee/Billing

The Procurement Division will bill each state and local government agency for use of CMAS contracts equal to 1.21% of the total value of each purchase order, except for certified small business purchase orders that are exempt from the Procurement Division administrative fee.

Small businesses must be certified with the Office of Small Business Certification and Resources (OSBCR) to qualify for exemption.

The Procurement Division will invoice state and local government agencies directly. The administrative fee is:

- Not included in the purchase order
 - Not invoiced by the contractor
 - Not remitted by the agency before an invoice is received
-

Maintenance Sales Tax

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has the option of 1) entering into contracts that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment) or 2) contracts that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example).

Under option 1 above, the charges for the provision of maintenance services are not taxable. However, when both maintenance services and consumable supplies are provided (option 2 above), the provision of the consumable supplies is considered a taxable sale of tangible personal property and agencies are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

CMAS CONTRACTOR PACKET

SECTION 5 – PAYMENTS AND INVOICES

Advance Payments

It is NOT acceptable to pay for services in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

Advance payment for services is allowed by Government Code 11019 only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency.

Contractor Invoices

Unless otherwise stipulated, contractor invoices shall be sent to the address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include, as applicable, the following:

- Contract number
- Agency purchase order number
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

Payee Data Record (Std. 204)

State agency accounting offices must have a copy of the Payee Data Record (Std. 204) in order to process payment of invoices. The CMAS Unit includes the contractor's signed Payee Data Record (Std. 204) as part of the completed contract. To facilitate payment of invoices, the contractor should ensure that all agencies that they are doing business with have a copy of the complete contract that includes the Std. 204.

CMAS CONTRACTOR PACKET

SECTION 6 – USEFUL WEB SITES

Useful Web Sites

See Exhibit H and Exhibit K for useful web sites.

CMAS Web Site

Access the CMAS Internet web site through the Procurement Division
Home Page: www.dgs.ca.gov/pd (click on CMAS)

The CMAS web site includes:

- CMAS Directory
 - Find a CMAS Contractor
 - How to Become a CMAS Authorized Contractor
-

CMAS CONTRACTOR PACKET

SECTION 7 – SMALL AND DISABLED VETERAN BUSINESSES AND AMERICANS WITH DISABILITIES (ADA)

Small Business Certification	To qualify for California small business considerations, the Office of Small Business Certification and Resources (OSBCR) must certify your company. You may contact OSBCR at 916/375-4940 to learn about becoming certified or visit their web site at: www.osmb.dgs.ca.gov
Administrative Fee Waived for Small Businesses	In response to our commitment to increase participation by small businesses, the Department of General Services, Procurement Division, is waiving the 1.21% administrative fee (a fee currently charged to customer agencies to support the CMAS program) for purchase orders to California certified small business enterprises.
Proof of Registered Status	Participants who claim status as a certified State of California small business enterprise must submit a copy of their approval letter from the Office of Small Business Certification and Resources (OSBCR).
Small Business Consideration	<p>Prior to placing purchase orders under the California Multiple Award Schedules (CMAS) program, state agencies shall whenever “practicable” first consider offers from small businesses that have established CMAS contracts (Government Code Section 14846(b)).</p> <p>NOTE: The Department of General Services will request substantiation of compliance during a compliance review.</p>
Web Site	A list of CMAS Small and Disabled Veteran Businesses is on the CMAS Internet web site through Procurement Division’s Home Page: www.dgs.ca.gov/pd
Disabled Veteran Certification	Each participant who claims status as a Disabled Veteran Business Enterprise (DVBE) must submit a copy of their Office of Small Business Certification and Resources (OSBCR) certification letter.
Americans with Disabilities Act (ADA)	<p>Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and state laws and Executive Orders prohibit discrimination.</p> <p>All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.</p>

CMAS CONTRACTOR PACKET

SECTION 7 – SMALL AND DISABLED VETERAN BUSINESSES AND AMERICANS WITH DISABILITIES (ADA)

**Americans with
Disabilities Act
(ADA)
(Continued)**

See Exhibit J for the Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

CMAS CONTRACTOR PACKET

SECTION 8 – PURCHASE ORDER DOLLAR LIMITS AND PROCEDURES

Purchase Order Limits

The maximum amount of each purchase order is limited to:

- \$500,000 for information technology products and/or services (contract number begins with 3)
 - \$100,000 for non-information technology products (contract number begins with 4)
 - \$250,000 for non-information technology services (contract number begins with 4 and includes a 03 in the third field. Example: 4-XX-03-XXXX)
-

Purchase Order Form

For both products and services, state agencies will use a STD. 65 Contract/Delegation Purchase Order Form. Exhibit N provides directions for obtaining an online copy of the STD. 65.

For services, the agency shall modify the information contained on the form to include (see Exhibit T):

- Service period (start and end dates)
- Hourly cost (or other intermittent cost)
- Complete description of requirements (specifications)
- Other information pertinent to the services being provided

Local government agencies use their own purchase order forms and process them exactly like the STD. 65 Purchase Order Form.

DGS Approves Orders for Non-IT Services

State agency purchase orders (not applicable to local government agencies) for non-information technology services that exceed \$50,000 must be reviewed and approved by the Department of General Services, Procurement Division (DGS/PD) before issuance to the contractor.

Once the purchase order is approved by DGS/PD, it will be stamped approved and signed by DGS/PD and returned to the agency for issuance to the contractor.

Contractors are prohibited from accepting purchase orders without the DGS/PD stamp of approval and signature. Violation of this requirement may result in contract termination.

Agencies must send purchase orders that exceed \$50,000 to the following address for review and approval:

Department of General Services
Procurement Division, Contract Negotiations Unit
707 Third Street, Second Floor
West Sacramento, CA 95605

CMAS CONTRACTOR PACKET

SECTION 8 – PURCHASE ORDER DOLLAR LIMITS AND PROCEDURES

Maintenance Costs Excluded from Order Limit	Maintenance costs for equipment and software (other than hourly service rates) are excluded from the order limit calculation when the services are peripheral and subordinate to the order items. <u>Orders for maintenance services only are subject to the order limits.</u>
CAL-Card Acquisitions	CAL-Card acquisitions do not require a STD. 65 Contract/Delegation Purchase Order form. However, if the agency uses a STD. 65 for documentation purposes, CAL-Card should be clearly indicated on the form.
Amendments to Purchase Orders	<p>Amendments to purchase orders should include only the incremental difference (+/-) to the original order to avoid double billing of administrative fees by the Procurement Division.</p> <p>For amendments, the agency uses a Contract/Delegation Purchase Order (STD. 65) and the same agency order number as the original purchase order, with an amendment #____.</p>
Reject Inaccurate Orders	The contractor must immediately <u>reject</u> purchase orders that are not accurate. Discrepancies between the purchase order and the contract must be corrected and the purchase order amended prior to delivery of the products and services.
Multiple Contracts - One Purchase Order Form	<p>The following guidelines apply if the agency wants to include products and services from multiple contracts on the same purchase order:</p> <ul style="list-style-type: none">• All contracts must be for the same CMAS contractor.• The purchase order must go to one contractor location.• Write the word “CMAS” in the space usually reserved for the contract number. On STD. 65's, this is at the top of the form. The word “CMAS” signifies that the order contains items from multiple CMAS contracts.• The purchasing agency may only use one bill code.• For each individual contract (as differentiated by alpha suffix), the agency must identify and group together the contract number with the line items and subtotal per contract number (do not include tax in the subtotal), AND sequentially identify each individual contract as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing by the Procurement Division.• The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS contract.• Do not combine items from information technology and non-information technology contracts on the same purchase order because the order limits and procedures are different.• Do not combine items from non-information technology <u>services</u> contracts and non-information technology <u>products</u> (commodities) because the order limits and procedures are different. <p>Note: Information technology contract numbers begin with a “3” and non-information technology contract numbers begin with a “4.” Non-information technology <u>services</u> contract numbers begin with a “4” and include a 03 in the third field from the left.</p>

CMAS CONTRACTOR PACKET

SECTION 9 – EXEMPTION TO CMAS PURCHASE ORDER LIMIT

State agencies (local government agencies follow their own guidelines) may request an exemption to the following order limits by submitting the information outlined below.

- \$500,000 for information technology products and/or services (contract number begins with 3)
- \$100,000 for non-information technology products (contract number begins with 4)
- \$250,000 for non-information technology services (contract number begins with 4 and includes a 03 in the third field. Example: 4-XX-03-XXXX)

General Information

Maintenance Costs

Equipment and software maintenance costs (other than hourly service rates) are excluded from the CMAS purchase order limit when the services are peripheral and subordinate to the purchase order items. Purchase orders for services only are subject to the CMAS purchase order limits.

Single Item Exceeds Dollar Limit

If the cost of a single line item in the federal GSA schedule or non-federal GSA multiple award contract exceeds the CMAS purchase order limit, the request to exceed the CMAS limits will generally be approved without delay if a copy of the federal GSA schedule or non-federal GSA multiple award contract price page is attached to substantiate that the price or number of units ordered does not exceed the federal GSA or non-federal GSA multiple award contract limit.

In this instance, only substantiation from the federal GSA or non-federal GSA multiple award contract is required (not the other information outlined below).

Changing the Original Exemption Request

Increases to dollar limits or changes in the scope of the project for previously approved exemptions require an additional approval from the DGS Procurement Division.

Follow the same procedures as outlined for the original request for exemption.

Amendments and Exemption Requests

An exemption request is required when the cost of the amendment and the original purchase order together exceeds the maximum purchase order limit.

An amendment to a previously approved exemption request is required when the cost of the amendment and the original purchase order together exceeds the limit of the previously approved exemption request.

CMAS CONTRACTOR PACKET

SECTION 9 – EXEMPTION TO CMAS PURCHASE ORDER LIMIT

General Information

Separate Transactions or Single Project?

Agencies conduct single procurements for single projects, or multiple procurements for single projects depending upon different individual variables and considerations (centralized or decentralized procurement processes).

When determining whether the agency should handle multiple CMAS transactions as one project or many separate projects, ask how the procurement would have been handled before the CMAS program was available, and follow the same rule of thumb for CMAS transactions.

This determination should also include, as a minimum, consideration of Feasibility Study Reports (FSRs) and Department of Information Technology (DOIT) policies and regulations.

Local Government Agencies

Cities, counties, cities and counties, districts or other local governmental bodies or corporations empowered to expend public funds are NOT subject to the exemption process.

Each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations, including ordering limits.

Where to send request?

Mail request to the following address:

Department of General Services
Procurement Division, Acquisitions Unit
707 Third Street, Second Floor
West Sacramento, CA 95605

Attn: Russ Guarna (IMS Code #Z-1) Fax number: 916-375-4490

If the purchase order is for information technology products or services, a copy of the purchase order must also be mailed to the Department of Information Technology at the following address:

State of California
Department of Information Technology
801 K Street, Suite 2100
Sacramento, CA 95814

CMAS CONTRACTOR PACKET

SECTION 9 – EXEMPTION TO CMAS PURCHASE ORDER LIMIT

The agency request for exemption must include the following information.

Project Description	A description of the project (all phases) or program is required, as well as a listing of the products and/or services being acquired.
Competitive Solicitation Considered?	Please explain why a competitive solicitation process would not result in the best solution for your business needs.
Small Business Considered?	Please explain your efforts to consider small businesses. When practicable, small businesses are to be considered before awarding a CMAS purchase order, per Government Code Section 14846(b) (effective January 1, 1999).
Best Value Determination	Provide the names of the contractors considered, pricing information, and the basis for determining that your selection is the best value for your business needs.
Project Management	If the purchase order is for information technology services, explain how you have provided for project management.
Lower Unit Prices and/or Added Value	<p>Lower unit prices and/or added value to prices and/or total project cost are required for all purchase orders that exceed the purchase order limit.</p> <p>Agencies may identify the published unit cost and the reduced cost either by line item comparison, blanket percentage reduction, or otherwise clearly document the price difference.</p> <p>For added value to the total project cost, identify what the items are and how they add value.</p>
Proof of Certification for Information Technology Procurements	Proof of a signed certification of compliance with state information technology policies will be requested for all information technology Procurements that cost \$10,000 or more and are in support of a Development effort (State Administrative Manual Section 4819.41 and 4832). See Attachment C.

CMAS CONTRACTOR PACKET

SECTION 9 – EXEMPTION TO CMAS PURCHASE ORDER LIMIT

The agency request for exemption must include the following information.

Integrated Systems

For integrated systems, agencies are required to incorporate additional contract protections into purchase orders that exceed the CMAS order limit.

Agencies must submit a copy of the additional contract language along with their request for exemption to the Procurement Division for review and approval.

Agency changes that increase the contractor's liability must be coordinated with the contractor before the purchase order is issued.

The contractor is not legally obligated to accept increased liabilities and may reject the purchase order so these negotiations should be done early in the process to avoid delays.

Signature Authority

The agency Department Director (or designee) must sign the request for exemption to exceed the CMAS purchase order limits.

If the Department Director is not signing the request for exemption, a statement that the person signing is the Director's designee is required in your request letter or attachment to your package.

CMAS CONTRACTOR PACKET

SECTION 10 – RENTAL, FINANCE AND LEASE POLICIES

State of California's Financial Marketplace	All CMAS purchase orders may qualify for financing and leasing via the State of California's financial marketplace, managed by the Department of General Service's Procurement Division. Both programs can be found the Procurement Division's Home Page: www.dgs.ca.gov/pd
Who Can Use It?	All state agencies are permitted to enter into either installment purchase contracts (commonly referred to in the industry as "lease purchases") or financed leases as described in the Uniform Commercial Code, Section 2A, (commonly referred to as "operating leases") via one of two programs within the financial marketplace – "GS \$Mart™" (pronounced GS Smart) or "Lease \$Mart™" (pronounced Lease Smart).
Web Site	<p>All documentation and procedures for both programs can be found through the Procurement Division's Home Page:</p> <p>www.dgs.ca.gov/pd</p> <p><u>Agencies without Internet access may call 916/375-4617 for a facsimile copy of the key Internet information (list of participating lenders, rates and payment information for 36, 48, 60 or 84 month terms and participating lessors and current lease factors).</u></p>
Purchase Order Limit	Finance and lease costs are <u>excluded</u> from the CMAS Maximum Purchase Order Limit calculation.
Administrative Fee/Cost	<p>There is no longer a set fee of \$2,000 for using GS \$Mart™ or Lease \$Mart™.</p> <p>The CMAS administrative fee of 1.21% will be charged against the total purchase order amount, including finance and lease costs.</p>
Contractor Finance and Lease Plans	CMAS contractors wishing to offer their own financing terms and conditions, in lieu of the pre-approved plans, should contact the GS \$Mart™ manager (916/375-4617) for the appropriate approval process.

CMAS CONTRACTOR PACKET

SECTION 10 – RENTAL, FINANCE AND LEASE POLICIES

Federal Lease to Own Purchase (LTOP)

Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term are acceptable (\$1 residual value at the end of the term). This alternative financing arrangement may be faster, but a more expensive alternative to GS \$Mart™ or Lease \$Mart™.

Cancellation of any Lease to Own Purchase (LTOP) Plans for lack of funds should only be done when the organization is no longer funded. Court decisions have held that Terminations for Convenience should only be employed when the agency no longer has a requirement for the equipment. Example: An employee has retired and the position will not be filled so now there is a piece of equipment that is not needed. In other words, a desire for something different, newer, or better is not a justification for the premature cancellation of a lease.

Federal GSA Lease Provisions

Except for LTOPs, Federal GSA Lease provisions are NOT acceptable and cannot be sold through CMAS.

CMAS CONTRACTOR PACKET

SECTION 11 – QUARTERLY REPORTS (MANDATORY)

Separate Report Per Contract	<p>CMAS contractors are required to submit quarterly business activity reports.</p> <p>A separate report is required for each contract, as differentiated by alpha suffix <u>even when there is no activity</u>.</p>
Delinquent Reports	<p>New contracts and extensions or renewals of existing contracts will be approved ONLY if all due quarterly reports have been submitted.</p> <p>Delinquent reports could also result in contract termination.</p>
Reseller Sales Activity	<p>Contractors must report the sales activity for all resellers listed in their contract.</p>
Mandatory Format	<p>Any report that does not follow the required format (see Exhibit L) or that excludes required information will be deemed incomplete and unacceptable.</p>
Required Information	<p>The report must include the following information:</p> <ul style="list-style-type: none">• Agency name• Purchase order number• Purchase order date• Agency billing code• Pre-tax total purchase order cost (invoice amount is NOT acceptable)• Agency contact name• Agency address• Agency telephone number• Total dollars for the quarter
Total All Purchase Orders	<p>The total dollars for the quarter should be a sum of the total dollars per purchase order for all purchase orders. <u>It is NOT the sum of monies invoiced or payment received.</u></p>
Purchase Orders for Services	<p>For services, the amount to be reported on the quarterly report is the total cost for the service on the purchase order (one time), NOT the incremental amount being invoiced repeatedly each month after service is rendered. If the original purchase order is amended, only the amended amount should be reported in the quarter the amendment was issued.</p>

CMAS CONTRACTOR PACKET

SECTION 11 – QUARTERLY REPORTS (MANDATORY)

Tax Not Included

Tax must NOT be included on the quarterly report, even if included on the purchase order.

Report Once Only

The purchase order total value should only be reported once in the quarter identified by the purchase order date regardless of when the services were performed, products delivered, purchase orders invoiced, or payments received. Do not report services incrementally subsequent to delivery.

Report Due Date

Quarterly reports are required within two weeks after the end of March, June, September, and December of each calendar year.

Calendar Quarter 1 (JAN 1 to MAR 31)	Due APR 15
Calendar Quarter 2 (APR 1 to JUN 30)	Due JUL 15
Calendar Quarter 3 (JUL 1 to SEP 30)	Due OCT 15
Calendar Quarter 4 (OCT 1 to DEC 31)	Due JAN 15

No Activity

A report is required even when there is no activity.

Where to send report?

Mail, facsimile or Email quarterly reports to the following:

Department of General Services (DGS)
Procurement Division – CMAS Unit
707 Third Street, Second Floor
West Sacramento, CA 95605
Attention: Quarterly Report Processing

Facsimile: 916/375-4663

Email address: cmas@dgs.ca.gov

CMAS CONTRACTOR PACKET

SECTION 12 – NOT SPECIFICALLY PRICED ITEMS (NSP)

What is NSP?	The Not Specifically Priced (NSP) Items provision enables the agency to include in the purchase order non-contract products and services that are subordinate and peripheral to the other purchase order items, within the following parameters.
Contractor Option and Responsibility	The NSP provision will be included in the contract at the option of the contractor and the CMAS Unit except as stated below. If the NSP provision is included in the CMAS contract, the contractor agrees to monitor all purchase orders received to ensure adherence to all NSP provisions.
When is NSP Not Included?	NSP will not be included in contracts for services only.
Manufacturer Authorization Required	<p>Contractors must be authorized providers of the products and services they offer under the NSP provision.</p> <p>Contractors may be terminated from the CMAS program for selling NSP products and services that they are not authorized or certified to provide.</p>
NSP Only Prohibited	Agency purchase orders for only NSP items are prohibited.
Dollar Limits	<p>Maximum Dollar Limitation:</p> <p>Purchase orders \$250,000 or less: Total dollar value of all NSP items shall not exceed \$5,000.</p> <p>Purchase orders exceeding \$250,000: Total dollar value of all NSP items shall not exceed 5% of the total cost of the purchase order, or \$25,000, whichever is lower. <u>This includes purchase orders with approved "exemption" limits.</u></p>
Clearly Identify NSP	NSP items must be clearly identified on the purchase order.

CMAS CONTRACTOR PACKET

SECTION 12 – NOT SPECIFICALLY PRICED ITEMS (NSP)

Items Specifically Excluded

The following NSP items ARE SPECIFICALLY EXCLUDED from any purchase order issued under this contract:

1. Items that are not intended for use in direct support of the CMAS priced items identified in the same purchase order. A NSP item must be subordinate to the specifically priced item that the NSP item is supporting.
 2. Supply type items, except for the minimum amount necessary to provide initial support to the priced CMAS items included in the same purchase order.
 3. Trade-ins and upgrades, involving the swapping of boards, are permissible where the CMAS contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.
 4. Items that do not meet the Productive Use Requirement (Exhibit I).
 5. Any other items or class of items that are specifically excluded from the scope of the CMAS contract.
 6. Public Works components that are NOT incidental to the overall project requirements. Refer to CMAS Contractor Packet, Section 15, and the CMAS Terms and Conditions.
 7. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.
-

Other NSP Parameters

Other NSP parameters are:

1. A purchase order containing NSP items may be issued only if it results in the best value alternative to meet agency needs.
 2. Any product or service already specifically priced and identified in the contract may not be identified as a NSP item on a purchase order.
 3. All NSP items included in a purchase order issued against a CMAS contract are subject to all the terms and conditions set forth in the contract.
-

NSP Example

A non-contract cable is subordinate to a contract printer or facsimile machine and is eligible to be a NSP item subject to that cable meeting the remaining NSP requirements. However, non-contract printers or facsimile machines are not subordinate to a contract cable and not eligible to be a NSP item.

CMAS CONTRACTOR PACKET

SECTION 13 – UPDATES AND/OR CHANGES TO CONTRACT OR PURCHASE ORDER

Changes to Federal GSA Schedules

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

1. A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
 2. A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
 3. A CMAS amendment is required for changes to contracts that require Prison Industry Authority (PIA) approval.
-

Changes to Non-Federal GSA Multiple Award Contracts

A CMAS amendment is required to update and/or change products and services on a non-federal GSA multiple award contract.

New Software Products

A CMAS amendment is not required to update and/or change products and services on Software Volume License Agreements.

Amendments to Purchase Orders

Amendments to purchase orders should include only the incremental difference (+/-) to the original order to avoid double billing of administrative fees by the Procurement Division.

For amendments, the agency uses a Contract/Delegation Purchase Order (STD. 65) and the same agency order number as the original purchase order, with an amendment #____.

Agency Changes to CMAS Terms and Conditions

Agencies may add terms and conditions to the purchase order. However, these changes must not result in increased risk or liability to the State.

The contractor is not legally obligated to accept increased liabilities and may reject the purchase order.

NOTE: The CMAS Unit is recommending to agencies that they include additional terms and conditions in the purchase order if they are procuring integrated systems (e.g., Integrated Systems Warranty, Deliverable Approval Process, Project Deliverables, Liquidated Damages, Acceptance Testing/Criteria, IV&V).

CMAS CONTRACTOR PACKET

SECTION 14 – CONTRACTOR COMPLIANCE

Compliance Focus

In accordance with the terms and conditions in each contractor's contract, the Acquisition Quality Assurance Program (AQAP) Unit will contact contractors for substantiating documentation to ascertain that they are selling only products and services at the price (or lower price) shown in the federal GSA schedule or non-federal GSA multiple award contract.

The AQAP Unit will also ensure that all other CMAS program parameters are in compliance with the contract terms and conditions.

Contractor Responsibility

It is the responsibility of the contractor to:

- Maintain copies of the federal GSA schedule or non-federal GSA multiple award contract and all applicable modifications.
- Ensure that the CMAS contract includes the most current and up-to-date products, services and prices as approved for the federal GSA schedule or non-federal GSA multiple award contract.

For compliance purposes, the contractor is required to maintain all contract (federal GSA and non-federal GSA) records that pertain to all CMAS transactions (multiple years, multiple contracts).

Using Another Contractor's Multiple Award Contract

Contractors who are offering products, services and prices from another contractor's federal GSA schedule or non-federal GSA multiple award contract to establish a CMAS contract are NOT relieved from the responsibility to provide current products, services, and prices.

Throughout the term of the contract, the contractor is responsible for providing current and updated products, services, and prices exactly as provided for in the referenced (base) federal GSA schedule, or non-federal multiple award contract.

CONTRACTORS SHOULD NOT CHOOSE A BASE CONTRACT THAT THEY ARE UNABLE TO STAY CURRENT WITH.

See Exhibit C, How to Obtain Federal GSA Price Schedules.

Invoices

Copies of agency invoices may be requested during the audit process.

Product and Price Bundling

Product bundling is not allowed. All components shall be delineated as separate line items having individual product numbers or identifiers, unless specified on the base contract as a bundled item having a bundled product number.

CMAS CONTRACTOR PACKET

SECTION 14 – CONTRACTOR COMPLIANCE

Line Item Substantiation

Contractors will be required to substantiate that specific line item products and services were included on the base contract at the time the purchase order was generated, and at the base contract price or lower.

Contractors must ensure that the purchase order includes specific product and service codes and descriptions “exactly” as referenced in the base contract.

Position title, skill level, and hourly rate for all services must be properly identified on the purchase order in the same manner as the federal GSA schedule or non-federal GSA multiple award contract.

Amendments

The contractor will be required to submit upon request by the AQAP Unit all amendments to the base contract, including the Federal Standard Form 30 for GSA schedules with amendments and all attachments.

The contractor is required to provide prices current with those contained in the referenced (base) federal GSA schedule or non-federal GSA multiple award contract for all products and services offered.

To meet this requirement, contractors must maintain for all products and services they offer a file of all past and current applicable federal GSA schedules and/or non-federal GSA multiple award contracts and amendments to substantiate pricing.

Agency Compliance Reviews

State agencies must respond to the following during a review:

- Does the contractor have a CMAS contract?
 - Does the file contain a copy of the contract and the individual price pages for the items purchased?
 - Was “best value” documented?
 - Was pricing bundled?
 - Are the prices, position titles, skill levels and hourly rates delineated and do they correlate with those specified in the CMAS contract?
 - Does the dollar amount fall within order limits, or did PD approve an exemption to the order limit?
 - Does the purchase order reflect the correct contract number?
 - Is a STD. 204 included or referenced in the file documentation?
 - Were small businesses considered?
 - Was a Statement of Work included?
 - Was conflict of interest considered, if applicable.
-

CMAS CONTRACTOR PACKET

SECTION 14 – CONTRACTOR COMPLIANCE

Agency Documentation

State agencies must have a complete copy of CMAS contracts in use, including all terms and conditions, located in their purchasing unit. All CMAS transaction documents must have attached the face cover of the CMAS contract showing the effective date, and the price pages showing the base contract price for all items ordered.

CMAS CONTRACTOR PACKET

SECTION 15 – PUBLIC WORKS PROJECTS

Definition of a Public Works Project	A public works contract is defined as a contract for “the erection, construction, alteration, repair or improvement of any public structure, building, road or other public improvement of any kind” in accordance with the Public Contract Code (PCC) Section 1101.
Installation of Physical Layer Cable and Carpet	Installation of physical layer cable and carpet is considered public works. Agency CMAS purchase orders may allow for a public works component only when it is incidental to the overall project requirements.
Agency Responsible for Laws and Codes	Agencies are to ensure that the applicable laws and codes pertaining to contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during the performance under the agency’s CMAS purchase order.
Agency Determines Appropriate Classification	<p>In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works.</p> <p>Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the purchase order that the prevailing wage rates are on file at the agency’s office, and will be made available upon request.</p> <p>The prevailing wage rates are available from the DIR at (415) 703-4774 or www.dir.ca.gov (select Statistics and Research).</p>
Agency Verifies Status of License	The CMAS Unit substantiates that the contractor holds the appropriate license when the contract is established. However, the agency must verify that the contractor’s license is still active and in good standing prior to placing the order by calling the State Contractor’s License Board at 1-800-321-2752 or on their web site at: www2.cslb.ca.gov .
State Contracting Manual	State agencies planning these types of projects need to review the State Contracting Manual (SCM) Section 10 for applicable guidelines and regulations.

CMAS CONTRACTOR PACKET

SECTION 15 – PUBLIC WORKS PROJECTS

Prime and Subcontractor Must be Licensed	When contractor's licenses are required, the prime <u>and</u> subcontractor (if applicable) must both hold a valid license for the work being performed.
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Bond Requirements	Public Works: Prior to the commencement of performance, the contractor must obtain and provide to the State, a payment bond, on Std. Form 807, when the purchase order involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the purchase order price. Forms shall be provided to the contractor.
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CMAS CONTRACTOR PACKET

EXHIBIT A - LOCAL GOVERNMENT AGENCY USAGE

Local Government Agencies are Approved for CMAS

PCC Sections 10290 et seq. and 12101.5 include approval for local government agencies to use CMAS for both products and services.

Who Qualifies?

Any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, empowered to expend public funds.

Contractor Option

It is the contractor's option to offer (or not) the CMAS contract to local government agencies.

Use Own Guidelines

While we make the CMAS program available to local government agencies, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

For example, local government agencies, education and special districts will pay travel per diem according to their statutory requirements.

Use Own Order Limits

Local government agencies are NOT subject to the CMAS maximum order limits, but should make a determination of order limits that are consistent with their own policies and procedures. Local government agencies "are" subject to the Not Specifically Priced (NSP) Items dollar limits.

Use Own Order Forms

Local government agencies may use their own purchase order forms (in lieu of the State's STD. 65 Contract Delegation/Purchase Order Form), and shall issue it directly to the CMAS contractor via mail or facsimile.

Quarterly Reports

Contractors must report all activity by local government agencies in their quarterly reports.

Payment

Local government agencies shall accept sole responsibility for payment to the contractor.

CMAS CONTRACTOR PACKET

EXHIBIT A – LOCAL GOVERNMENT AGENCY USAGE

Administrative Fee and Billing (Waived for Certified Small Businesses)

The Procurement Division will bill each state and local government agency for use of CMAS contracts equal to 1.21% of the total value of each purchase order, except for purchase orders issued to certified small businesses because they are exempt from the Procurement Division administrative fee.

The 1.21% also applies to the finance cost for financed transactions. See Section 10 for Rental, Finance, and Lease Policies.

The Procurement Division will invoice state and local government agencies directly. The administrative fee is:

- Not included in the purchase order
- Not invoiced by the contractor
- Not remitted by the agency before an invoice is received

Where to Send Copies?

Local government agencies are required to send a copy of the purchase order to:

Department of General Services
Procurement Division – CMAS Unit
707 Third Street, Second Floor
West Sacramento, CA 95605

Attention: Purchase Order Processing

Facsimile number: 916/375-4663

Questions?

Questions regarding the CMAS program may be forwarded to the CMAS Unit at 916/375-4363.

CMAS CONTRACTOR PACKET

EXHIBIT B – DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

Please do not submit this exhibit to the CMAS Unit with your proposal. It is required by the agency, as applicable.

Federal Requirement

Contractors are required to provide the following certification to the agency before award of a purchase order based on federal funds.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

Present Status

The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Attach Explanation

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification**READ FOLLOWING INSTRUCTIONS THAT ARE AN INTEGRAL PART OF THE CERTIFICATION**

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
 2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
 3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily exclude," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
-

CMAS CONTRACTOR PACKET

EXHIBIT B – DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

**Instructions for Certification
(Continued)**

5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not, knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
 6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.
-

Name and Title of Authorized Representative

Signature

CMAS CONTRACTOR PACKET

EXHIBIT C – HOW TO OBTAIN FEDERAL GSA PRICE SCHEDULES

Current GSA Schedules

To obtain a copy of a current Federal GSA Price Schedule (includes price pages for product/services, contract terms and conditions, and all applicable modifications), contact the **Federal Supply Information Center at (703) 305-6477 or fax your request to (703) 308-4168** (see below for schedules that have expired).

Information Required by GSA

Include the following information when you place an order:

- o Name of Company (owner of GSA contract)
- o GSA Contract Number
- o Effective Dates of GSA Contract

Be sure and provide the GSA with your correct return address information, phone, and facsimile numbers.

Request Modifications

Always request all schedule modifications (Std. Form 30) issued during the term of the contract.

GSA Charge

The charges for current schedules are as follows:

- No charge for schedules containing 250 pages or less.
- Ten (10) cents a page for any request for more than 250 pages, starting with the first page, twenty (20) cents for double-sided pages.

Once you pay for your copies, you will receive your request by U.S. mail.

After GSA Receives Request

After receipt of your request, the Federal Supply Information Center staff will research the subject contract and contact you when they have determined a page count and a price for your request.

How long does it take?

Please allow a minimum of 2 weeks to receive requested copies.

Expired GSA Schedules

“How to” obtain expired Federal GSA Price Schedules (includes price pages for product/services, contract terms and conditions, and all applicable modifications) is available electronically on the Internet through the **Federal Freedom of Information Act (FOIA)** at:

www.gsa.gov/staff/c/ca/foia_handbook.htm

CMAS CONTRACTOR PACKET

EXHIBIT C – HOW TO OBTAIN FEDERAL GSA PRICE SCHEDULES

Expired GSA Schedules (Continued)

Alternatively, you may contact the GSA FOIA officer, Mary Cunningham at (202) 501-3415, fax at (202) 501-2727, or e-mail at mary.cunningham@gsa.gov.

This Internet site also contains useful information on how to request a document, fees, and office addresses.

FOIA Information

FOIA has begun to put GSA FSS Price Schedules on their web site; however, not all schedules are available at this time. Should you find a schedule on line, you may be able to download it to your computer. Otherwise, provide FOIA with the price schedule and requestor information as detailed above.

Federal FOIA Charge

The charges through FOIA are as follows:

- No charge for schedules that would cost \$25.00 or less.
 - \$29.00 per hour charge for researching a request, plus ten (10) cents per page for any requested copy.
-

How long does FOIA requests take?

Under the Freedom of Information Act, the federal FOIA is required to respond to all requests within 20 working days from receipt of request.

CMAS CONTRACTOR PACKET

EXHIBIT D – SPECIFIC MANUFACTURER AUTHORIZATIONS

Specific authorization is required by the persons identified below for the following manufacturers (this list changes periodically):

Nortel/Bay Networks	David Pereira at 925/867-2000
Corning Cable Systems (formerly Siecor)	Mitchell Cohen at 714/572-9708
Panduit	John Kwong at 708-532-1800, ext. 1267 (1730 Ridgeland Avenue, Tinley Park, IL 60477)
Krone	Sharon Barrett at 303/566-3402 to coordinate authorization letter (letter signed by Robert Kenny or Brian Moriarty)
Cisco	<ul style="list-style-type: none">• Gerald Dempsey at 916/861-2027 (Northern California)• Dave Flynn at 949/789-5047 (Southern California) and letter signed by Rick Timmins
Compaq and DEC	Todd Reed at 281/927-3808 (P.O. Box 692000, Houston, TX 77269)
Belden	<ul style="list-style-type: none">• Dennis Cotter at 916/727-3057 (Northern California)• Warren Chornohus at 661/259-8803 (L.A. Area)• John Wojnicki at 760/480-5753 (San Diego)
Spectrum Communications Cabling Services, Inc.	Robert Rivera at 909/371-0549

EXHIBIT E – COMPONENTS OF A CMAS CONTRACT



CMAS contracts include:

- Cover page with Department of General Services (DGS) signature and logo (includes procedures).
- California CMAS Terms and Conditions.
- Federal General Services Administration (GSA) schedule or non-federal GSA multiple award contract terms and conditions.
- Federal General Services Administration (GSA) schedule or non-federal GSA multiple award contract products, services and prices.
- Payee Data Record (Std. Form 204)

Who is responsible for distribution upon request by any state and local government agency?

Answer: YOU ARE!

CMAS CONTRACTOR PACKET

EXHIBIT F – CONTRACTOR CONTACT NAME OR ADDRESS CHANGE

Contact Name Change

The contractor must complete this form to request a CMAS contact name or address change.

Sign and Date Form

Date: _____

Contractor Name: _____

Person Requesting Change (Print): _____

CMAS Contract Number(s): _____

Signature: _____

Contractor Distributes Change

The contractor is responsible for distributing the new contact name and phone number, etc., when the contract is distributed to agencies (upon request). A one-page insert is acceptable.

The contractor web site should also be updated, as applicable.

The CMAS Unit will include the contact name change information when the contract is next renewed or amended.

Where to Send Form

Department of General Services
Procurement Division/CMAS Unit
707 Third Street, Second Floor
West Sacramento, CA 95605
Attention: Application Processing
Phone: 916/375-4363 Fax: 916/375-4663

CHANGE CMAS CONTACT INFORMATION TO:

**THIS INFORMATION WILL BE PUBLISHED IN THE CMAS WEB SITE AND USED FOR ALL
CMAS BULLETINS AND OTHER CORRESPONDENCE**

CMAS Contact: _____

Address: _____

City/State/Zip: _____

Phone: _____ **Fax:** _____

Email: _____

CMAS CONTRACTOR PACKET

EXHIBIT G – CONTRACTOR NAME/OWNERSHIP CHANGE

Letter Requesting Name Change	When the contractor's company changes its name, or has been purchased or merged with a new company, a letter requesting the change is required by the CMAS Unit. The information, certifications, and forms required to be included in the letter are outlined below.
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Letter Addressee	Ms. Mary Gilbert, Senior Program Analyst California Department of General Services Procurement Division/CMAS Unit 707 Third Street, Second Floor West Sacramento, CA 95605
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Present & New Company Name	<u>COMPANY NAME</u> has changed its name to (or been purchased by or has merged with) <u>NEW COMPANY NAME</u> and requests the CMAS Unit to change the company name on the following CMAS contract(s) to <u>NEW COMPANY NAME</u> : # X-XX-XX-XXXXA
---------------------------------------	---

Contract Provisions and Liabilities	<u>NEW COMPANY NAME</u> accepts all California terms and conditions (dated _____), the terms and conditions of the federal GSA schedule or non-federal GSA multiple award contract, and all liability and responsibility under the above CMAS contract(s) <u>from the date the contract was issued to the initial contractor through contract expiration.</u>
--	---

General Information	<ol style="list-style-type: none">Ownership information – (large or certified small business, or Disabled Veteran Business Enterprise)Minimum order requirements are \$_____(or “none”)Contractor mailing and phone information: <p>CONTRACTOR:</p> <ul style="list-style-type: none">• Name• Street Address• City, State, Zip Code <p>CMAS CONTRACTOR REPRESENTATIVE:</p> <ul style="list-style-type: none">• Name• Telephone Number [Toll Free, if available]• Fax Number• Email address
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CMAS CONTRACTOR PACKET

EXHIBIT G – CONTRACTOR NAME/OWNERSHIP CHANGE

**General
Information
(Continued)**

4. **CAL-Card (VISA) (is/is not) accepted.**
 5. **The NSP (Not Specifically Priced) provision (is/is not) requested.**
(This provision is not allowed in information technology (IT) service contracts).
 6. **I hereby certify that during the term of the CMAS contract, NEW COMPANY NAME will only provide qualified personnel which meet the educational and/or experience requirements that are stipulated for the classifications listed in the federal GSA schedule(s) or non-federal GSA multiple award contract(s). (Applicable for IT services.)**
-

**Certifications
and Forms**

Enclose the following required certifications and forms reflecting the contractor name/ownership change:

- Secretary of State Certificate of Status (if applicable)
 - CMAS Contractor Certification
 - STD. 204 – Payee Data Record
 - Contractor's License Information form (if applicable)
 - Small Business and/or DVBE Certifications (if applicable)
 - Best Customer Reference forms for consulting services (if applicable)
 - Manufacturer Authorization(s) for products and personal services (if applicable) like maintenance, repair, installation, etc.
-

**Signature
Blocks**

Sincerely,

OLD COMPANY REPRESENTATIVE , Signature and Title
NEW COMPANY REPRESENTATIVE, Signature and Title

Enclosures

**Purchase
Without Name
Change**

If one company is purchased by another but there is no name change and only the FEIN changes, then the company is only required to submit a new Payee Data Record (Std. 204) and a letter of explanation. The other requirements above can be ignored.

CMAS CONTRACTOR PACKET

EXHIBIT H – USEFUL WEB SITES

Dept. of Information Technology (DOIT)	www.doit.ca.gov
CMAS Internet Address	www.dgs.ca.gov/pd (click on CMAS)
CMAS Small Business Partners	www.dgs.ca.gov/pd (click on CMAS; go to Small Business Partners)
Contractor License Status Inquiry System	www.cslb.ca.gov (Select 'Contractors' then "License Status Check")
Secretary of State	http://kepler.ss.ca.gov/list.html
Federal General Services Admin. (GSA)	General Information: www.gsa.gov Search: www.gsaelibrary.gsa.gov (click on schedules e-library)
Copies of Federal GSA Schedules (Freedom of Information Act)	http://www.gsa.gov (Select "Public Information", see contact list)
Federal GSA Supply Schedule Phone No.	703/305-6477
Governor Gray Davis Executive Orders	www.ca.gov
Office of Small Business Certification and Resources	www.dgs.ca.gov/osbcr
Procurement Division Phone Directory	www.dgs.ca.gov/pd (select Directory)
Software Volume License Agreements	www.dgs.ca.gov/pd (click on CMAS; scroll down to Software Volume License Agreements)
California Codes and Laws	www.leginfo.ca.gov

CMAS CONTRACTOR PACKET

EXHIBIT I – PRODUCTIVE USE REQUIREMENT FOR IT PRODUCTS

**Productive Use
Requirement for
Information
Technology Products**

This requirement applies to contractor replacement products and Not Specifically Priced (NSP) Items.

The elapsed time that equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost.

Each equipment or software component must be in current operation for a paying customer. The paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

Categories 1 and 2 below designate product categories and the required period of time for equipment or software operation before replacement products and NSP items are acceptable.

**Category 1 – Critical
Software**

Critical software is software that is required to control the overall operation of computer system or peripheral equipment. Included in this category are operating systems, database management systems, language interpreters, assemblers and compilers, communications software and other essential system software.

Cost**Prior Operation**

- (1) More than \$100,000
- (2) \$10,000 up to \$100,000
- (3) Less than \$10,000

8 months
4 months
1 month

**Category 2 –
All Information
Technology
Equipment and Non-
Critical Software**

Information technology equipment is defined in SAM Section 4819.2.

Cost**Prior Operation**

- (1) More than \$100,000
- (2) \$10,000 up to \$100,000
- (3) Less than \$10,000

6 months
4 months
1 month

**Compliance
Substantiation**

To enable substantiation of compliance with the Productive Use Requirement, the contractor must provide the name and address of the applicable customer installation and the name and telephone number of a contact person.

EXHIBIT J – AMERICANS WITH DISABILITIES ACT (ADA) NOTICE

ADA Policy

The following outlines the Department of General Services, Procurement Division, Americans with Disabilities Act (ADA) policy of nondiscrimination on the basis of disability:

To meet and carry out compliance with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

Phone Numbers for Help

For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications for the procurement process, please call the following numbers:

- Procurement Division at: 916-375-4400 (main office)
- Procurement Division TTY/TDD (telephone device for the deaf)
 - Sacramento Office: 916-376-1891
 - Fullerton Office: 714-773-2093
- California Relay Service
 - Voice: 1-800-735-2922 or 1-888-877-5379
 - TTY: 1-800-735-2929 or 1-888-877-5378
 - Speech to Speech: 1-800-854-7784

You may also directly contact the Procurement Division contact person responsible for the procurement document.

Advance Notice

IMPORTANT: To ensure that we can meet your need, it is best that we receive your request at least 10 working days before the scheduled event (i.e., meeting, conference, workshop, etc.) or deadline due date for the procurement document.

CMAS CONTRACTOR PACKET

EXHIBIT K – MARKETING CMAS

Proactively Market	You are competing with many other contractors. You must proactively market your contract to receive business.
<hr/>	
News Releases	<p>State approval is required for all news releases about CMAS. Send news releases to:</p> <p>Department of General Services Procurement Division – CMAS Unit 707 Third Street, Second Floor West Sacramento, CA 95605</p> <p>Attention: Carol Umfleet</p>
<hr/>	
Agency Addresses	<p>Mail a request (with return address label) to the following address to receive a diskette with ~1800 mailing addresses for state and local government agency purchasing offices, i.e., cities, counties, schools, fire, police, special districts, state business officers, and state information technology contacts. For many sites, only addresses are available, no contact person.</p> <p>Department of General Services Procurement Division - CMAS Unit 707 Third Street, Second Floor West Sacramento, CA 95605 Attention: Application Processing</p> <p>The diskette includes “text” (label) MSWord format and “dbf” MS-Excel format labels.</p>
<hr/>	
Advertise in State Telephone Directory	Contractors may advertise in the State Telephone Directory. If you are interested, call <u>916-928-4630</u> .
<hr/>	
Directory of State Contracting Officials	The State Contracting Officials and Purchasing Directory is available through the Office of Small Business Certification and Resources Internet web site at: www.osmb.dgs.ca.gov/scpod/

CMAS CONTRACTOR PACKET

EXHIBIT K – MARKETING CMAS

Purchase State Telephone Directory

Contact the State of California Publications Unit to purchase a State Telephone Directory at the Procurement Division's Home Page: www.dgs.ca.gov/pd (Materials Management Section, Publications)

Or, mail your request to:

Department of General Services
Procurement Division - Publications Unit
1700W National Drive
Sacramento, CA 95834 Telephone: 916/928-4630

The Directory can also be accessed online at www.cold.ca.gov.

State Seal and Golden Bear

Contractors are prohibited from using the State of California Seal or Golden Bear on any documents or materials.

List of State Departments

A list of State Departments is available through the State of California Homepage Internet web site at: www.ca.gov

Contractor Web Sites

Contractors are responsible for informing agencies of web sites for online inquiry, or if the contract is available on CD-ROM.

Hot Link to CMAS Contractor Web Site

If you are interested, we will establish a hot link from the CMAS List of Approved Contractors to your web site. The following information is required:

CMAS Contract Number
Contractor Name
Term of Contract
Contact Person
Phone Number
Internet Address
Brief Description of Products/Services

Mail the information to: Department of General Services
Procurement Division - CMAS Unit
707 Third Street, Second Floor
West Sacramento, CA 95605
Attention: Elaine Hall
Fax: 916-375-4663
Email: elaine.hall@dgs.ca.gov

CMAS CONTRACTOR PACKET

EXHIBIT L – CMAS QUARTERLY BUSINESS ACTIVITY REPORT REQUIRED FORMAT (A REPORT IS REQUIRED EVEN WHEN NO ACTIVITY)

1. Calendar Quarter Number: (Quarter # and Year)
2. CMAS Contract Number: XX-XX-XX-XXXXX (including alpha suffix if applicable)
3. Contractor: Company Name and Address
4. Contractor Contact: Name and Phone Number

5.	6.	7.	8.	9.	10.	11.	12.
Agency Name	Purchase Order (PO) Number	Purchase Order Date	Agency Billing Code	Total Dollars per Purchase Order	Agency Contact	Agency Address	Phone Number
			FORMAT				

13. Total dollars for quarter: \$_____

The Quarterly Report must contain all of the above data elements, but may be in a landscape report format.

1. Identify the calendar quarter number and year for the report you are submitting.
2. Identify your company's CMAS contract number. A separate report is required for each contract, as differentiated by alpha suffix (if applicable). Multiple contracts on Std. 65 State purchase order form should be itemized by contract number. For each individual contract (as differentiated by alpha suffix), identify and group together the contract number with line items and subtotal per contract number (do not include tax in the subtotal).
3. Identify your company name and mailing address.
4. Identify the company contact and phone number for the CMAS contract or the person preparing and submitting the report.
5. Identify the State agency or local government agency that issued the CMAS order.
6. Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or local government agency assigns to the order.
7. Identify the date the purchase order was issued. This is not the date you received, accepted, or invoiced the order.
8. Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Local government agencies will not reference a billing code. You may leave this blank for local government agency orders.
9. Identify the total dollars of the order before tax. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount regardless of when you invoice order, perform services, deliver product, or receive payment. For amended orders, enter the incremental increase/decrease only.
10. Identify the "Bill To" agency or local government agency CONTACT on the purchase order.
11. Identify the "Bill To" agency or local government agency ADDRESS on the purchase order.
12. Identify the State agency or local government agency phone number on the purchase order.
13. Identify the total dollars pre-tax for all orders placed in that calendar quarter.

CMAS CONTRACTOR PACKET

EXHIBIT M – TELECOMMUNICATIONS DIVISION CONTRACT CNT-001

Contract CNT-001	The services listed below are on the Department of General Services, Telecommunications Division Contract CNT-001. These services are mandatory for all state agencies subject to the Department of Information Technology Management Memo 97-01.
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Voice Network Services	Local Usage Long Distance VNET Long Distance Access Advanced Intelligent Network (AIN) Toll Free Enhanced Toll Free 800 Enhanced Call Routing (ECR)	International Toll Free 900 Service Operator Services Calling Card PrePaid Calling Card Centrex Audio Conferencing Audio Conferencing
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Line Side Services	Business Access Line Centrex ISDN Account Codes PBX Trunks Super Trunk Service Voice Mail	Custom Local Signaling Services (Class) Interactive Voice Response (IVR) and Call Router Automated Attendant/Call Routing ACD ACD/MIS Announcement/Music in queue Computer Interface (CompuCall) Service Intelligent Call Routing
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Data Services	Dedicated Services Extended Dedicated Services SONET (Synchronous Optical Network) Ring and Access Services ISDN Primary Rate (ISDN) Switched 56 Switched T1/T3	Frame Relay Service and Asynchronous Transfer Mode Data Services InterLATA Frame Relay & ATM Extended Frame Relay Managed Frame Relay Managed Extended Frame Relay Extended ATM
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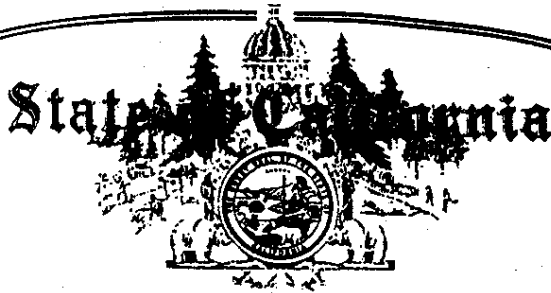
Additional Services	Billing Products
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CMAS CONTRACTOR PACKET

EXHIBIT N – CONTRACT/DELEGATION PURCHASE ORDER FORM

Local Government Agencies	Local government agencies use their own standard purchase order forms.
State Agencies	State agencies use a Contract/Delegation Purchase Order Standard Form 65 for both products and services.
Electronic State Standard Forms	<p>The State Standard Forms can be found electronically at the Office of State Publishing web site: http://www.dgs.ca.gov/osp (select Standard Forms).</p> <p>The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer.</p>
Direct Link to the Standard Form 65	<p>Direct link to the Standard Form 65:</p> <p>http://www.osp.dgs.ca.gov/pdf/std065.pdf</p>
Multiple Contracts - One Purchase Order Form	<p>The following guidelines apply if the agency wants to include products and services from multiple contracts on the same purchase order:</p> <ul style="list-style-type: none">• All contracts must be for the same CMAS contractor.• The purchase order must go to one contractor location.• Write the word “CMAS” in the space usually reserved for the contract number. On STD. 65’s, this is at the top of the form. The word “CMAS” signifies that the purchase order contains items from multiple CMAS contracts.• The purchasing agency may only use one bill code.• For each individual contract (as differentiated by alpha suffix), the agency must identify and group together the contract number with the line items and subtotal per contract number (do not include tax in the subtotal), AND sequentially identify each individual contract as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing by the Procurement Division.• The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS contract.• Do not combine items from information technology and non-information technology contracts on the same purchase order because the order limits and procedures are different.• Do not combine items from non-information technology <u>services</u> contracts and non-information technology <u>products</u> (commodities) because the order limits and procedures are different. <p>Note: Information technology contract numbers begin with a “3” and non-information technology contract numbers begin with a “4.” Non-information technology <u>services</u> contract numbers begin with a “4” and include a 03 in the third field from the left.</p>

EXHIBIT O – SECRETARY OF STATE CERTIFICATE OF STATUS



SECRETARY OF STATE
CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That on the «DayOfMonth» day of «MonthAndYear», «CorpName» became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day
of September 15, 1999.

EXHIBIT O – SECRETARY OF STATE CERTIFICATE OF STATUS



SECRETARY OF STATE

**CERTIFICATE OF STATUS
CALIFORNIA LIMITED PARTNERSHIP**

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That on the «Day» day of «Month», 19«Year», «CALPName», became recognized under the laws of the State of California by filing its certificate of Limited Partnership in this office; and

That no record exists in this office of a certificate of cancellation of said limited partnership nor of a court order declaring cancellation thereof; and

That according to the records of this office, the said limited partnership is authorized to exercise all its powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this limited partnership.



IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this
«CurrDay» day of «MoYr».

EXHIBIT O – SECRETARY OF STATE CERTIFICATE OF STATUS



SECRETARY OF STATE

**CERTIFICATE OF STATUS
CALIFORNIA LIMITED LIABILITY COMPANY**

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That on the «Day» day of «Month», 19«Year», «CaLLCName», became recognized under the laws of the State of California by filing its Articles of Organization in this office; and

That no record exists in this office of a certificate of cancellation of said limited liability company nor of a court declaring cancellation thereof; and

That according to the records of this office, the said limited liability company is authorized to exercise all its powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition of this limited liability company.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this
«CurrDay» day of «MoYr».



CMAS CONTRACTOR PACKET

EXHIBIT P – SAMPLE LETTER OF OFFER

Letter of Offer The contractor's Letter of Offer must include the information outlined below for **new and renewal** proposals.

Renewal Offers Include the following statement at the beginning of your letter: COMPANY NAME is requesting renewal of our existing CMAS contract number _____.

Letter Address California Department of General Services
Procurement Division - CMAS Unit
707 Third Street, Second Floor
West Sacramento, CA 95605
Attention: Application Processing

Company Name COMPANY NAME is offering to the State of California, including local government agencies, the same products and/or services, similar terms and conditions, and pricing from the enclosed federal General Services Administration (GSA) schedule(s) or non-federal GSA multiple award contract identified on the enclosed CMAS Contractor Certification.

Acceptance of Contract Terms & Conditions COMPANY NAME accepts the State of California CMAS Terms and Conditions dated: _____ (☐ Information Technology or ☐ Non-Information Technology) * without exception; or

COMPANY NAME proposed contract changes have been forwarded to Diana LaBonte, Contract Negotiations Unit, Department of General Services, 707 Third Street, Second Floor, West Sacramento, CA 95605. Email: diana.labonte@dgs.ca.gov

*Check which terms and conditions apply and identify date.

- Required Information**
1. **Ownership information** – (large or certified small business, or Disabled Veteran Business Enterprise)
 2. **Minimum order requirements are \$** _____ **(or "none")**
 3. **Contractor mailing (P.O. Box only is not acceptable) and phone information:**

CONTRACTOR:
Name
Street Address
City, State, Zip Code

CMAS CONTRACTOR REPRESENTATIVE:
Name
Telephone Number [Toll Free, if available]
Fax Number Email address

4. **CAL-Card (VISA) (is/is not) accepted.**
-

CMAS CONTRACTOR PACKET

EXHIBIT P – SAMPLE LETTER OF OFFER

**Required
Information
(Continued)**

5. The NSP (Not Specifically Priced) provision (is/is not) requested. (The NSP provision is not allowed in CMAS contracts for services only).
 6. I hereby certify that during the term of the CMAS contract COMPANY NAME will only provide qualified personnel which meet the educational and/or experience requirements that are stipulated in the federal GSA schedule(s) or non-federal GSA multiple award contract(s).
 7. I hereby certify that during the term of the CMAS contract COMPANY NAME will perform (as applicable) installation services and software services using manufacturer or software publisher authorized personnel and meet manufacturer or software publisher documented specifications, unless otherwise specifically stated in the purchase order/Statement of Work.
-

**Required
Certifications
and Forms**

Enclose the following required certifications and forms:

- Secretary of State Certificate of Status (if applicable)
 - STD. 204-Payee Data Record
 - CMAS Contractor Certification
 - Contractor's License Information form (if applicable)
 - Small Business and/or DVBE Certifications (if applicable)
 - Best Customer Reference form(s) for IT consulting services (if applicable)
 - Manufacturer/Distributor authorization(s) for products and personal services (if applicable) like maintenance, repair, installation, etc.
 - CMAS Product and Service Codes
-

Signature Block

Sincerely,

COMPANY REPRESENTATIVE, Signature and Title




Enclosures

PAYEE DATA RECORD**(Required in lieu of IRS W-9 when doing business with the State of California)**

STD. 204 (REV. 2-2000)

NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

1 PLEASE RETURN TO:	<table><tr><td>DEPARTMENT/OFFICE</td></tr><tr><td>DGS Procurement Division - CMAS Unit</td></tr><tr><td>STREET ADDRESS</td></tr><tr><td>707 Third Street, Second Floor</td></tr><tr><td>CITY, STATE, ZIP CODE</td></tr><tr><td>West Sacramento, CA 95605</td></tr><tr><td>TELEPHONE NUMBER</td></tr><tr><td>(916) 375-4363</td></tr></table>	DEPARTMENT/OFFICE	DGS Procurement Division - CMAS Unit	STREET ADDRESS	707 Third Street, Second Floor	CITY, STATE, ZIP CODE	West Sacramento, CA 95605	TELEPHONE NUMBER	(916) 375-4363	PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments. (See Privacy Statement on reverse)								
DEPARTMENT/OFFICE																		
DGS Procurement Division - CMAS Unit																		
STREET ADDRESS																		
707 Third Street, Second Floor																		
CITY, STATE, ZIP CODE																		
West Sacramento, CA 95605																		
TELEPHONE NUMBER																		
(916) 375-4363																		
2	PAYEE'S BUSINESS NAME MAILING ADDRESS (Number and Street or P. O. Box Number) (City, State and Zip Code)																	
3 VENDOR ENTITY INFORMATION	<table><tr><td colspan="2">CHECK ONE BOX ONLY</td></tr><tr><td><input type="checkbox"/> LEGAL CORPORATION</td><td><input type="checkbox"/> PARTNERSHIP</td></tr><tr><td><input type="checkbox"/> MEDICAL CORPORATION</td><td><input type="checkbox"/> ESTATE OR TRUST</td></tr><tr><td><input type="checkbox"/> EXEMPT CORPORATION</td><td></td></tr><tr><td><input type="checkbox"/> ALL OTHER CORPORATIONS</td><td></td></tr><tr><td colspan="2">FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) - </td></tr><tr><td colspan="2"><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR</td></tr><tr><td>SOCIAL SECURITY NUMBER OF OWNER - </td><td>OWNER'S FULL NAME (Print) _____</td></tr></table>	CHECK ONE BOX ONLY		<input type="checkbox"/> LEGAL CORPORATION	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> MEDICAL CORPORATION	<input type="checkbox"/> ESTATE OR TRUST	<input type="checkbox"/> EXEMPT CORPORATION		<input type="checkbox"/> ALL OTHER CORPORATIONS		FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) -		<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR		SOCIAL SECURITY NUMBER OF OWNER -	OWNER'S FULL NAME (Print) _____	NOTE: State and local governmental entities, including school districts are not required to submit this form. NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
CHECK ONE BOX ONLY																		
<input type="checkbox"/> LEGAL CORPORATION	<input type="checkbox"/> PARTNERSHIP																	
<input type="checkbox"/> MEDICAL CORPORATION	<input type="checkbox"/> ESTATE OR TRUST																	
<input type="checkbox"/> EXEMPT CORPORATION																		
<input type="checkbox"/> ALL OTHER CORPORATIONS																		
FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) -																		
<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR																		
SOCIAL SECURITY NUMBER OF OWNER -	OWNER'S FULL NAME (Print) _____																	
4 PAYEE RESIDENCY STATUS	<table><tr><td colspan="2">CHECK APPROPRIATE BOX(ES)</td></tr><tr><td><input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA</td><td></td></tr><tr><td><input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding</td><td></td></tr><tr><td><input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED</td><td></td></tr><tr><td><input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA</td><td></td></tr></table>	CHECK APPROPRIATE BOX(ES)		<input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA		<input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding		<input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED		<input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA		NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. (See reverse)						
CHECK APPROPRIATE BOX(ES)																		
<input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA																		
<input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding																		
<input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED																		
<input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA																		
5 CERTIFYING SIGNATURE	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</p> <table><tr><td>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td><td colspan="3">TITLE</td></tr><tr><td>SIGNATURE </td><td>DATE</td><td colspan="2">TELEPHONE NUMBER</td></tr></table>	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE			SIGNATURE 	DATE	TELEPHONE NUMBER										
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE																	
SIGNATURE 	DATE	TELEPHONE NUMBER																

CMAS CONTRACTOR PACKET

EXHIBIT Q – PAYEE DATA RECORD

STATE OF CALIFORNIA
PAYEE DATA RECORD
STD. 204 (REV. 2-99) (REVERSE)

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their taxpayer identification number.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individuals/sole proprietors**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call.....1-800-852-5711
From outside the United States, call.....1-916-845-6500
For hearing impaired with TDD, call.....1-800-822-6268

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1.

CMAS CONTRACTOR PACKET

EXHIBIT R – CONTRACTOR CERTIFICATION

Contractor Certifies	By signing below, I hereby certify that my company will comply with the following requirements.
<hr/>	
Contractor Responsibility	<p>My company will be totally responsible for all products and services sold through my company's CMAS contract.</p> <p>All products, services, and prices offered by my company under the CMAS program appear on and meet all criteria for the referenced (base) federal General Services Administration (GSA) schedule or non-federal GSA multiple award contract.</p>
<hr/>	
Sell Only Approved Products and Services	My company will sell only products and services approved for my CMAS contract(s). This may include the entire or partial federal GSA schedule or other non-federal GSA multiple award contract.
<hr/>	
Contract Prices	All prices for products and services offered by my company will be equal to or lower than the price in the referenced (base) federal GSA schedule or non-federal GSA multiple award contract.
<hr/>	
Contractor Provides Contract	My company will provide to each agency upon request a complete copy of the CMAS contract (see Exhibit E for the components of a complete contract).
<hr/>	
Software Copyright Laws	My company has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
<hr/>	
Products and Personal Services Authorization	My company is authorized to sell the products and provide the personal services (maintenance, repair, installation, etc.) approved for my CMAS contract.
<hr/>	
Product Installation	My company will perform product installation only if specifically provided for in the CMAS contract. All product installations performed by my company will be by manufacturer-authorized personnel and meet manufacturer- documented specifications, unless otherwise specifically stated in the purchase order/Statement of Work.
<hr/>	

CMAS CONTRACTOR PACKET

EXHIBIT R – CONTRACTOR CERTIFICATION

Resumes and References

My company will provide resumes upon request by the ordering agency prior to issuance of the purchase order for personnel performing services.

My company will provide customer references upon request by the ordering agency prior to issuance of the purchase order to substantiate successful completion of at least one comparable project.

Software Services

My company will perform software services only if specifically provided for in the CMAS contract. All software services performed by my company will be by software publisher-authorized personnel and meet software publisher-documented specifications, unless otherwise specifically stated in the purchase order/Statement of Work.

Keeping Your CMAS Current

My company will sell only the most current CMAS approved products and services (at or below the same prices) as approved for the referenced (base) federal GSA schedule or non-federal GSA multiple award contract. My company will maintain files (including all modifications) to substantiate compliance with this requirement.

This requirement also applies to my company if I am establishing my CMAS contract with products, services, and prices from another contractor's federal GSA schedule or non-federal GSA multiple award contract.

Education and Experience Requirements

My company will only provide qualified personnel that meet the educational and/or experience requirements that are stipulated in the federal GSA schedule(s) or non-federal GSA multiple award contract(s).

Recycled or Re-manufactured Cartridges

Except as provided for in PCC 12156 (b), my company will not sell printer or duplication cartridges for which the manufacturer, wholesaler, distributor, retailer, or re-manufacturer places restrictions on the recycling or re-manufacturing of that cartridge by any other person. Restrictions on recycling or re-manufacturing may include:

- Reduced price in exchange for agreement to not re-manufacture
- License agreement forbids recycling or re-manufacturing
- Contract forbids recycling or re-manufacturing
- Proprietary chip prevents the re-use of the cartridge

Restricted cartridges will not be approved for the Approved Brands List (ABL). Alternatively, the contractor may establish a recycling or re-manufacturing program. A separate agreement with the State will be required. Please contact Steve Casarez at 916/375-4481 or steve.casarez@dgs.ca.gov to obtain a copy of the agreement.

CMAS CONTRACTOR PACKET

EXHIBIT R – CONTRACTOR CERTIFICATION

False Claims: Section 12650 et seq. of the California Government Code provides for the imposition of treble damages for making false claims against the State. False claims may also result in immediate termination of this contract(s).

List below the multiple award contract(s) that you are offering for your CMAS contract(s), contract owner (company name), and contract start and end dates. If more lines are required, attach additional sheets with the same information.

Multiple Award Contract Number*	Contract Owner	Contract Start Date	Contract End Date

*This is the number of the multiple award contract(s) (i.e., federal GSA contract) from which the products, services and/or prices (as applicable) are being offered.

By signing below, the contractor certifies compliance with the requirements of this CMAS Contractor Certification, Exhibit R (3 pages).

Contractor Company Name

Authorized Signature

Date Signed

Print Name and Title

CMAS CONTRACTOR PACKET

EXHIBIT S – CONTRACTOR’S LICENSE INFORMATION

Applicability	<p>Contractor shall complete the applicable Contractor’s License information below in accordance with the contractor’s State License Board, Department of Consumer Affairs (www2.cslb.ca.gov).</p> <p>Contractors are required to complete this form if a Contractor’s License is required for the proposed work, even if the License is not listed below.</p>
Prime Contractor Must Be Registered	<p>The CMAS contractor must possess the appropriate License(s), even if a subcontractor is to perform the work. The License must be in the name of the contractor or in the name of the “qualifying individual” of the company.</p>
Sub-Contractor Must Be Registered	<p>If subcontractors are used, they must also possess a valid California State Contractor's License.</p>
Installation, or Furnish and Install	<p>Contracts that include installation, or the wording "furnish and install," require at the time of contract award that the contractor possess a valid California State Contractor's License.</p>
Buildings, Highways, Roads, Parking Facilities, Railroads, Excavation, or Other Structure	<p>All contractors that construct or alter any building, highway, road, parking facility, railroad, excavation, or other public structure in California must be licensed by the California State License Board (CSLB) <u>if the total cost (labor and materials) of the project is \$500.00 or more.</u></p> <p>IMPORTANT: Review Section 15, Public Works Projects.</p>
Carpet	<p>Contractors who install carpet must possess a valid C-15 or C-61 Contractor's License.</p>
Storage Devices & Shelving Systems, Pallets, Bookstacks, Racks, etc.	<p>Contractors who install storage devices, storage systems, shelving systems, bookstacks, pallet racks, etc., must possess a valid C-61, D-24 or D-34, Contractor's License.</p>
Data Wiring and Cabling	<p>Contractors who install voice or data wiring and cabling must possess a valid C-7, C-10, or C-61/D05 Contractor's License.</p>
Grounds for Termination	<p>Failure to be licensed or to keep the License current and in good standing shall be grounds for contract termination.</p>

CMAS CONTRACTOR PACKET

EXHIBIT S – CONTRACTOR’S LICENSE INFORMATION

Class: _____ **License No:** _____

Licensee: _____ **Expiration Date:** _____

Relationship of Licensee to Contractor: _____

Class: _____ **License No:** _____

Licensee: _____ **Expiration Date:** _____

Relationship of Licensee to Contractor: _____

Class: _____ **License No:** _____

Licensee: _____ **Expiration Date:** _____

Relationship of Licensee to Contractor: _____

CMAS CONTRACTOR PACKET

EXHIBIT T – SERVICES REQUIREMENTS

Contract Owner	Contractors offering services from their own multiple award contracts do not require further evidence of their ability to perform the services offered.
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No Multiple Award Contract	<p>Contractors who are offering services from another contractor's multiple award contract must provide the following information to qualify for services.</p> <p><u>Personal Services</u></p> <p>The contractor must provide written substantiation that they are authorized to provide the personal services.</p> <ul style="list-style-type: none">• For maintenance and repair, only manufacturer authorizations are acceptable.• For installation services, contractors self-certify qualification in Exhibit R. <p><u>Consulting Services</u></p> <p>The contractor must submit Best Customer Reference forms (minimum of three) describing work that their firm has performed within the last two years to substantiate their company is qualified to perform the consulting services offered (see below for Best Customer Reference forms).</p> <p>The reference must include a narrative that details “what you did” for the customer and does not replicate the contract service description. However, the reference narrative must explicitly demonstrate the expertise being offered and correlate (one-for-one match) with the description of services/skills in the referenced multiple award contract. For example, if the CMAS applicant is providing COBOL programming, then the narrative must state that the contractor performed COBOL programming.</p> <p>The references can be from either the private or public sector.</p> <p>A reference that simply identifies a “project name” or provides a general description like “project management” will not be accepted because this provides no insight into the contractor’s capabilities.</p> <p>Lack of detail will delay the process. Use attachments when necessary. The customer must initial the attachments.</p> <p>The contractor must select CMAS Product and Service Codes that correlate with the services described in the narrative and the skill categories in the multiple award contract offered. Use Exhibit T-3, Personal/Consulting Services Matrix, to provide this information.</p>
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Software Services	Software services are required to be performed by publisher authorized personnel and meet publisher documented specifications, unless otherwise specifically stated in the purchase order/Statement of Work. The contractor certifies compliance with this requirement in Exhibit R. Also, the CMAS Unit or agency may request proof of authorization or qualification.
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CMAS CONTRACTOR PACKET

EXHIBIT T – SERVICES REQUIREMENTS

Agencies Review Resumes	Agencies are required to review resumes before order placement to substantiate to their satisfaction the consultant's level of expertise.
Education and Experience Requirements	The contractor is required to provide qualified personnel that meet the educational and/or experience requirements that are stipulated in the federal GSA schedule(s) or non-federal GSA multiple award contract(s). This must be addressed in your firms letter of offer (see Exhibit P).
Master and Statewide Contracts	Contractors are typically prohibited from offering products, services and prices from existing CMAS contracts, statewide annual or master contracts issued by the Department of General Services, Procurement Division.
Customer Reference for Integrated Services	We strongly recommend that (as applicable) the agency obtain from the contractor a customer reference prior to issuance of the purchase order to substantiate that the contractor has successfully completed at least one comparable integrated services project.
DGS Approves Orders for Non-IT Services	<p>State agency purchase orders (not applicable to local government agencies) for non-information technology services that exceed \$50,000 must be reviewed and approved by the Department of General Services, Procurement Division (DGS/PD) before issuance to the contractor.</p> <p>Once the purchase order is approved by DGS/PD, it will be stamped approved and signed by DGS/PD and returned to the agency for issuance to the contractor.</p> <p>Contractors are prohibited from accepting purchase orders exceeding \$50,000 without the DGS/PD stamp of approval and signature. Violation of this requirement may result in contract termination.</p> <p>Agencies must send purchase orders that exceed \$50,000 to the following address for review and approval:</p> <p>Department of General Services Procurement Division, <u>Contract Negotiations Unit</u> 707 Third Street, Second Floor, West Sacramento, CA 95605</p>
Follow-On Contracts Prohibited	<p>No person, firm, or subsidiary thereof who has been awarded a purchase order for consulting services, or a purchase order that includes a consulting component, may be awarded a purchase order for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the purchase order (State Administrative Manual, Section 5202 and PCC 10365.5).</p> <p>Therefore, any consultant that contracts with a state agency to develop a feasibility study or provide formal recommendations for the acquisition of products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.</p>

CMAS CONTRACTOR PACKET

EXHIBIT T – SERVICES REQUIREMENTS

Progress Payments

Special information technology contracts for goods or services not suitable for sale to others; progress payments; performance bonds (PCC 12112):

Any contract for information technology (includes telecommunications) goods or services to be manufactured or performed by the contractor especially for the State and not suitable for sale to others in the ordinary course of the contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the contractor's shop or plant, provided that not less than 10 percent of the contract price is required to be withheld until final delivery and acceptance of the goods or services, and provided further, that the contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the contract securing the faithful performance of the contract by the contractor.

CMAS CONTRACTOR PACKET

EXHIBIT T - PERSONAL/CONSULTING SERVICES REQUIREMENTS AND INSTRUCTIONS

BEST CUSTOMER REFERENCE FORMS – INSTRUCTIONS

Company (CMAS Applicant)	Enter the name of the company that is the service provider. <u>This is the CMAS applicant.</u>
Project Title	Enter the project title.
Project Begin Date	Enter the project start date for services performed within the last two years.
Project End Date	Enter the last date services were performed. If the project has been started but not completed, enter “On-going” and identify the task(s) completed in the narrative. <u>Only the completed components of the project will qualify for consideration.</u>
Customer Name	Enter the name of the reference customer that received the services.
Street Address	Enter the street address for the reference customer.
City, State and Zip Code	Enter the city, state, and zip code for the reference customer.
Contact Person	Print the name of the contact person who signed the Best Customer Reference Form, and the attached narrative, and who has direct knowledge of the services provided.
Contact Phone Number	Enter a phone number for the contact person.
Narrative Description of Project and Services Provided/Performed	<p>On an attached sheet, provide the following:</p> <ol style="list-style-type: none">1. Describe the project2. Identify the tasks and services completed to-date that your firm provided/performed on the project. Clearly demonstrate the correlation between the skill categories on the base contract* and the services provided by your firm on the project.3. The selected CMAS Product and Service Codes must tie in with the services provided in the narrative and the skill categories in the base contract.4. Customer must sign the attachment.

CMAS CONTRACTOR PACKET

EXHIBIT T - PERSONAL/CONSULTING SERVICES REQUIREMENTS AND INSTRUCTIONS

BEST CUSTOMER REFERENCE FORMS – INSTRUCTIONS

Narrative Description of Project and Services Provided/Performed (Continued)	<i>*Base contract is the federal GSA, or other non-federal GSA multiple award contract, that is used to establish the CMAS contract.</i>
Questions	Only the contact person must answer <u>all</u> the questions. Explain all “No” answers.
Signature and Title	The contact person must sign the form <u>and attachments</u> and print his/her title.
Personal/Consulting Services Matrix	Complete the matrix (Exhibit T-3) as applicable all submitted Best Customer References.

CMAS CONTRACTOR PACKET

EXHIBIT T-1 – BEST CUSTOMER REFERENCE FORM (Use Exhibit T-2 for Independent Verification & Validation)

Company (CMAS Applicant)		
Project Title		
Project Term	Project Begin Date	Project End Date
Customer Name Street Address City, State and Zip Code Contact Person Contact Phone Number		
Narrative Description of Project and Services Provided/Performed	<p>On an attached sheet, provide the following:</p> <ol style="list-style-type: none"> 1. Describe the project. 2. Identify the tasks and services completed to-date that your firm provided/performed on the project. Clearly demonstrate the correlation between the skill categories on the base contract* and the services provided/performed by your firm on the project. 3. The selected CMAS Product and Service Codes must correlate with the services described in the narrative and the skill categories in the base contract.* 4. Customer must sign the attachment. <p><i>*Base contract is the federal GSA, or other non-federal GSA multiple award contract, that is used to establish the CMAS contract.</i></p>	

QUESTIONS

CIRCLE ONE

- | | |
|--|-----------|
| 1. Was the project completed within the original project time frames? | YES NO |
| 2. Was the project completed within the original project budget? | YES NO |
| 3. Were the Project Management services provided at the cost contracted for? | YES NO NA |
| 4. Were problems with the project addressed and resolved promptly? | YES NO NA |
| 5. Did the work performed meet the project goals? | YES NO NA |
| 6. Would you use this company again? | YES NO |

Contact Name Signature: _____

Title (print): _____ **Date:** _____

PLEASE EXPLAIN IF THE ANSWER TO 1 THROUGH 6 ABOVE IS NO:

CMAS CONTRACTOR PACKET

EXHIBIT T-2 – BEST CUSTOMER REFERENCE FORM For Independent Verification & Validation (IV&V)

Company (CMAS Applicant)		
Project Title		
Project Term	Project Begin Date	Project End Date
Customer Name Street Address City, State and Zip Code Contact Person Contact Phone Number		
Narrative Description of Project and Services Provided/Performed	<p>On an attached sheet, provide the following:</p> <ol style="list-style-type: none"> 1. Describe the project. 2. Identify the tasks and services completed to-date that your firm provided/performed on the project. Clearly demonstrate the correlation between the skill categories on the base contract* and the services provided/performed by your firm on the project. 3. The selected CMAS Product and Service Codes must correlate with the services described in the narrative and the skill categories in the base contract.* 4. Customer must sign the attachment. <p><i>*Base contract is the federal GSA, or other non-federal GSA multiple award contract, that is used to establish the CMAS contract.</i></p>	

QUESTIONS

CIRCLE ONE

1. Was ANSI/IEEE Std 1012-1998, or equivalent standard, used in conducting the IV&V services? YES NO
2. Was the project completed within the original project timeframes? YES NO
3. Was the project completed within the original project budget? YES NO NA
4. Was the original contracted scope of the software verification and validation plan followed? YES NO NA
5. Was the software verification and validation plan complete? YES NO NA
6. Was the software verification and validation report complete? YES NO

Customer Contact Name Signature:_____

Title (print):_____ **Date:**_____

PLEASE EXPLAIN IF THE ANSWER TO 1 THROUGH 6 ABOVE IS NO:

CMAS CONTRACTOR PACKET

EXHIBIT T-3

PERSONAL/CONSULTING SERVICES MATRIX

(Sample Matrix – Submit with the Best Customer Reference Forms)

REQUESTED JOB TITLES	CMAS PRODUCT & SERVICES CODES	REFERENCED CUSTOMER
Sr. Programming Specialist Sr. IT Trainer System Planner	1402-Consulting-Programming 1198-Training-Software 2056-Training-IT System Mgmt 1249-Consulting-IT Project Planning	ABC Company
System Planner Sr. Analyst Jr. Programmer	1249-Consulting-IT Project Planning 222-Consulting-IT Require Analysis 1212-Consulting-System Analysis 1402-Consulting-Programming	XYZ Department
	<i>SAMPLE</i>	

CMAS CONTRACTOR PACKET

EXHIBIT U – CMAS TERMS AND CONDITIONS

Model Contract Terms and Conditions

Attached are contract terms and conditions for both information technology and non-information technology products and services.

All six riders will be required as applicable for each contract (see below). This is necessary for administrative efficiencies and to guarantee appropriate protections for future amendments.

Information Technology

Information Technology Products and Services (6 Riders):

- General Provisions
 - General Terms and Conditions
 - Purchase Special Provisions
 - Maintenance Special Provisions
 - Personal Services Special Provisions
 - Software Special Provisions
-

Non-Information Technology

Non-Information Technology Products (Commodities):

General Provisions (only)

Non-Information Technology Services (6 Riders):

- General Provisions
 - Information Technology General Terms and Conditions
 - Purchase Special Provisions
 - Maintenance Special Provisions
 - Services Special Provisions
 - Software Special Provisions
-

Where to Send Changes

Proposed changes to the above model terms and conditions must be submitted by the contractor to:

Diana LaBonte
Department of General Services
Procurement Division, Contract Negotiations Unit
707 Third Street, Second Floor
West Sacramento, CA 95605

Telephone Number: 916/375-4428
Facsimile Number: 916/375-4490

Email: diana.labonte@dgs.ca.gov

Proposed contract changes that are submitted directly to the CMAS Unit will not be processed or forwarded to Diana LaBonte by the CMAS Unit.

CMAS CONTRACTOR PACKET

EXHIBIT U - CMAS CONTRACT TERMS AND CONDITIONS

**Information Technology Products and Services
(Six Riders)**

CMAS CONTRACTOR PACKET

EXHIBIT U - CMAS CONTRACT TERMS AND CONDITIONS

**Non-Information Technology Products and Services
(Six Riders)**

CMAS CONTRACTOR PACKET

EXHIBIT V – PRODUCTS AND SERVICES CODES

See CMAS web site www.dgs.ca.gov/pd (click on CMAS) for most current list.